R 4 K Great Brit. - George II 30

26 Geo: II - c. 27

An ACT *for Exchanging, Dividing, & Incloſing, and reducing into Severalty, the Lands, Common Grounds, Paſtures, Feeding-Grounds, and other the Lands and Grounds, lying, and being, in the Manor and Pariſh of* Eaſtlech-Martin, *otherwiſe* Botherup, *in the County of* Glouceſter, *and for making a Recompence and Compenſation to the Rector in lieu of his Tythes and Glebe Lands.*

WHEREAS the Lands and Grounds, ſituate, lying, and being, within the Manor and Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup*, in the County of *Glouceſter*, do conſiſt of the ſeveral Farms, Tenements, Yard Lands, Meadow and Paſture, herein aftermentioned, that is to ſay, of the demeſne Lands incloſed and held by *Viner Small*, Eſquire, as Lord Farmer, and Leſſee of the Reverend the Dean and Chapter of the Cathedral Church of *the Holy and Indiviſible Trinity*, in *Glouceſter*, and of fifty three Yard-lands and a Quarter, or thereabouts, held by the ſeveral Perſons herein aftermentioned, that is to ſay, twelve Yard-lands and a half of Copy-hold, or Cuſtomary-land, held by, and now in the Poſſeſſion of the ſaid *Viner Small*, as Lord-farmer thereof, and demiſeable by him for Lives, according to the Cuſtom of the ſaid Manor, and of twenty four Yard-lands and a Half, held by *William Dowdeſwell*, Eſquire, as Leſſee of the ſaid Dean and Chapter, and of two Yard-lands held by *John Packer*, for three Lives by Copy of Court-roll, according to the Cuſtom of the ſaid Manor, and half a Yard-land held of the ſaid Manor, by *Thomas Hughes*, for three Lives, by Copy of Court-

roll; and of two Yard-lands and a Quarter, held of the ſaid Manor, by *Robert Greenhalſ*, for his own Life, by Copy of Court-roll; and of One-yard, and a Half-yard-land, held by *George Baxter*, for his Life, by Copy of Court-roll of the ſaid Manor; and of half a Yard-land, held by *Peter Newman*, for his Life, by Copy of Court-roll of the ſaid Manor; all which ſaid laſt-mentioned ſeveral Copy-hold, or Cuſtomary-lands, Tenements, and Premiſſes, ſo held by the ſaid *John Packer*, *Thomas Hughes*, *Robert Greenhalſ*, *George Baxter*, and *Peter Newman*, reſpectively, together with the ſeveral Meſſuages, Tenements, and Appurtenances thereto, reſpectively belonging, are demiſable by the Lord of the ſaid Manor for the time being, for ſuch Life and Lives; and at, and for, ſuch Fine and Fines, as ſhall be agreed upon, between the ſaid Lord and Tenants, according to the Cuſtom of the ſaid Manor.

And whereas, *William Aſplin*, Clerk, is Rector of the Pariſh-Church of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, and, in Right of his ſaid Church, is ſeiſed of one Yard-land and a half, Part of the ſaid fifty three Yard-lands and a quarter, as Glebe-lands belonging to the ſaid Rectory, and of all Tythes, yearly ariſing, coming, growing, renewing, increaſing, and happening, within the ſaid Manor and Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid; except certain Tythes, yearly ariſing, coming, growing, renewing, increaſing, and happening within the ſaid Manor and Pariſh of *Eaſtlech Martin*, otherwiſe *Botherup* aforeſaid, belonging and appertaining to the Rectory or Parſonage impropriate of *Eaſtlech-Turville* in the County of *Glouceſter*, and the King's moſt excellent Majeſty, in Right of his Crown of *Great Britain*, is the Patron of the Advowſon of the ſaid Rectory.

And whereas *John James*, and *Ann* his Wife, and *Charles Greenwood* her Son, are reſpectively ſeiſed of, and intitled to, four Yard-lands, Part of the ſaid fifty three Yard-lands and a quarter.

And whereas, Sir *Thomas Webb*, Baronet, is ſeiſed of four Yard-lands (Part of the ſaid fifty three Yard-lands and a quarter) and which four Yard-lands laſt mentioned, are incloſed and held in Severalty, and no Perſon claims any Right of Common, in or upon the ſame, or any Part thereof, nor hath the ſaid Sir *Thomas Webb* any Right of Common, in or upon any of the ſaid ſeveral other Yard-Lands, or any Part thereof, or in any of the common Fields, Meadows, Downs, Waſtes, or commonable Places within the ſaid Pariſh or Manor of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, or in any of the Precincts or Liberties thereof.

And whereas *James Chaunler* is ſeiſed of two Acres of Meadow, lying in a certain Cloſe, called *Broadleaze*, and of Common of Paſture for two rother Beaſts, in the Aftermath, or ſecond Veſture, of a certain Meadow, called *Eye* Mead, in ſuch Manner as the ſame hath been formerly enjoyed; which ſaid Cloſe, called *Eye* Mead, and Reſidue of the ſaid Cloſe called *Broadleaze*, are Parcel of the demeſne Lands of the ſaid Manor of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, held as aforeſaid by the ſaid *Viner Small*.

And whereas *Mary Chaunler* holds as Tenant, under the Warden, Fellows, and Scholars of *Wadham* College in the Univerſity of *Oxford*, one Cow Common within the ſaid Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, of the yearly Value of five Shillings; all which ſaid demeſne Lands, fifty three Yard-lands and a quarter, two Acres of Meadow, and two Rother Beaſt Commons and Cow Common beforementioned, with their Appurtenances, do fully and compleatly comprehend and contain the whole Pariſh and Manor of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid.

And whereas moſt of the ſaid fifty three Yard-lands and a quarter, lie open, unincloſed, intermixed one with another, and diſperſed in divers Places, in large and extenſive Fields and Tracts of commonable Land, Meadow, Paſture, and Down, and cannot be cultivated and manured without great Trouble and Expence, and produce but a ſmall Income to the reſpective Owners and Occupiers thereof, and in their preſent Situation and Circumſtances are incapable of Improvement.

And whereas all the Perſons herein beforementioned to be intereſted and concerned in the common Fields, common Meadows, Downs, and commonable Places, of and in the ſaid Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup*, aforeſaid, for the Improvement of their ſeveral and reſpective Eſtates and Properties, and for preventing Treſpaſſes and Diſputes among them, have propoſed, and are willing and deſirous to incloſe and divide all and every the Lands and Grounds lying and being in the common Fields, common Meadows, Downs, and commonable Places, within the ſaid Pariſh and Manor of *Eaſtlech-Martin*, otherwiſe *Botherup*, aforeſaid, and to make ſeveral Exchanges of their ſeveral Lands and Properties for their mutual Convenience and Benefit, in Manner herein after mentioned.

And whereas all and every the Cloſes, Lands, and Commons, ſo intended to be incloſed and divided, have been duly ſurveyed, valued, and eſtimated, and deſcribed, and aſcertained, by able Surveyors, judicious Farmers, and Men of Knowledge and Experience, in the Value of Lands.

And whereas the preſent improved Rent of the Glebe Lands, and Tythes of, and belonging to the ſaid Rectory of *Eaſtlech Martin*, otherwiſe *Botherup*, aforeſaid, doth not exceed One Hundred Pounds *per Annum*.

And whereas the ſaid ſeveral Freeholders, and Land Owners, in the ſaid Manor and Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup*, have propoſed to make, and the ſaid *William Aſplin* hath agreed, to accept of ſuch Recompence, and Compenſation, for the Glebe Lands and Tythes of, and belonging to the ſaid Rectory, as is herein after mentioned; and that all Tythes belonging to the ſaid Rectory, and Church of *Eaſtlech-Martin*, otherwiſe *Botherup*, ſhall ceaſe and be extinguiſhed. But although the ſaid Diviſion, Exchange, Incloſure, and Allotment, will tend to the publick Good, and be a great Advantage to the ſeveral Parties concerned, and an Improvement of their reſpective Intereſts, Proportions, and Eſtates, in the ſaid Lands and Tythes; yet, as the ſame cannot be effectually eſtabliſhed, to anſwer the Intentions of the Parties intereſted in the ſame, without the Aid and Authority of Parliament,

May it therefore pleaſe your MAJESTY,

That it may be enacted, and be it enacted by the KING's Moſt Excellent MAJESTY, by and with, the Advice and Conſent, of the Lords Spiritual and Temporal, and Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, That all the ſaid demeſne Lands, and the ſaid Fifty-three Yard-lands, and a Quarter, and the ſaid Two Acres of Meadow and Common Right, herein before mentioned and deſcribed, ſhall, from and after the fifth Day of *April* one Thouſand, ſeven Hundred and fifty-three, be held and enjoyed by, and are hereby aſſigned and allotted, to the ſeveral Perſons, herein after named, for ſuch Eſtates and Intereſt, and in ſuch Manner, as is herein after mentioned, ſubject nevertheleſs, to the Payment of the yearly Rent, or Sum of one Hundred and thirty-three Pounds, ſix Shillings and eight Pence, unto the ſaid *William Aſplin*, and his Succeſſors,

ceſſors, Rectors of the Pariſh Church of *Eaſtlech-Martin*, otherwiſe *Botherup*, aforeſaid, in ſuch Proportions and Manner, as is herein after mentioned.

And it is hereby further enacted, That One large Piece of Ground or Field, in *Fyfield* lower Field, behind Town, and the Buſhes, containing Two Hundred and Fifty-one Acres, Two Roods, and Thirty-one Perches, adjoining to *Fyfield* upper Field, on the North, having *Fyfield* lower Common in Part, on the South, a certain Field called *Langford* Field, in the other Part, on the South and Eaſt, and adjoining to a certain Piece of Ground, hereafter Allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, called *Sloe-Buſh*, and to a certain Piece of Ground, hereafter allotted to *John Packer*, in the ſaid lower Field called the *Old-Hitching*, and to *Fyfield* Village, and the Brook or River, on the Weſt Sides or Parts thereof, and all that Piece or Parcel of Paſture Ground, ſituate and being on the lower Common, containing Forty Acres, and Six Perches, having the Lot Mead, on the Weſt, and a certain Piece of Ground, herein after allotted the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, on the Eaſt, the large Piece of Ground or Field above mentioned, on the North, and *Langford* Field on the South Sides or Parts thereof, and all that Piece or Parcel of Meadow, or Paſture Ground, in the Lot Mead, containing Sixteen Acres, Three Roods, and Thirty-eight Perches, having the ſaid lower common on the Eaſt, the Road leading from *Southrup*, towards *Witney* on Part of the North; the Brook or River on the Weſt, the other Part of the North, and Part of the South, and a Piece of Ground, hereafter allotted to the ſaid *Mary Chaunler*, on the other Part of the South, and the ſaid large Piece of Ground or Field on the North Sides or Parts thereof; and all that Piece of Meadow or Paſture Ground, called the *Little-Ham*, containing One Acre, Three Roods, and Thirty-Four Perches, having the Road leading from *Southrup*, partly South, and partly Weſt, the Brook or River, partly Weſt, North and South, the ſaid large Piece, North and Eaſt, and *Millham*, partly on the North and Weſt Sides or Parts thereof. And all that Meadow of the ſaid *William Dowdeſwell*, called *Millham*, containing four Acres, Three Roods, and Thirty-eight Perches, having the ſaid *Little-ham* partly on the South and Eaſt, a certain Piece of Ground called the *Hay-neights*, partly on the North and Weſt, the ſaid Brook or River, and a Ground called *Taylor's Millham*, partly on the South-Weſt, the back Brook on the Eaſt Sides or Parts thereof. And all that One other Piece of Meadow or Paſture Ground, called the *Hey-neights* containing Two Acres and Thirty Perches, having the ſaid Meadow called *Millham*, on the South, the ſaid Brook or River, on the Weſt, a Piece of Ground called the *Pig-neights* on the North, and the ſaid back Brook on the Eaſt Sides or Parts thereof. And all that one other Piece of Meadow or Paſture Ground, called the *Pig-neights*, containing Three Acres, and ſix Perches, having the ſaid Ground, called the *Hay-neights*, on the South, the ſaid Brook or River, on the Weſt, the ſaid Highway, on the North, and the ſaid back Brook on the Eaſt Sides or Parts thereof. And all that Piece or Parcel of Ground in *Fyfield* upper Field, lying at a Place there, called the *Quarrs*, containing eighteen Acres, and two Roods, having a certain Piece of Ground, hereafter allotted to the ſaid *Thomas Hughes*, on the North, and the Lands hereafter allotted to the ſaid *William Aſplin*, and other Lands allotted to the ſaid *George Baxter*, and other Lands allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, on the South, a certain Hedge, called *Brooks's-hedge*, on the Eaſt, and a Piece of Land hereafter allotted to the ſaid *Thomas Hughes*, on the Weſt Sides or Parts thereof. And all that one large Piece or Parcel of Paſture Ground, being Part of the ſtinted Cow-downs, and Sheep-downs, containing one Hundred and ten Acres, as the ſame is now ſurveyed and ſet forth,

having

having the other Part of the ſaid ſtinted Cow-downs, and Sheep-downs, hereafter allotted to the ſaid *William Dowdeſwell* on the South-Eaſt, Weſtall-downs on the North, *Hollwell* Wall on the Eaſt, and a Piece of Ground of the ſaid *William Dowdeſwell*, called *Botherup* Sheep-ſlaight, on the South-Weſt, and *Eaſtlech-turville* Sheep-down on the Weſt Sides or Parts thereof. And alſo, all that ſmall Cloſe of Meadow, or Paſture Ground of the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, called the *Paddock*, containing three Roods, and five Perches, adjoining to the back Brook, on the Weſt, the Cloſe of the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, called the *Freehold-cloſe*, on the Eaſt, the ſaid Highway on the North, and adjoining to the ſaid back Brook, on the South Sides or Parts thereof, (except ſixteen Yards thereof, in Width, from the ſaid Freehold Cloſe, all the Way to the back Brook, to be monuded out by the ſaid *Viner Small.)* And all that one ſmall Cloſe of Meadow or Paſture Ground, Parcel of the ſaid Glebe Lands, and called the Parſon's Cloſe, containing two Roods, and twenty-four Perches, lying at *Fyfield* aforeſaid, having a Cloſe called *Packer's-cloſe* on the Weſt Side, a Lane leading to the Freehold Backſide on the North, the Ground of the ſaid *Viner Small* on the Eaſt, and *Fyfield* Street, on the South Sides or Parts thereof. And all thoſe two Acres of Meadow Ground, of him, the ſaid *James Chaunler*, ſituate, lying, and being in a certain Cloſe, called *Broad-leaze*, and Common of Paſture for two rother Beaſts, in the later Math, or ſecond Veſture, of a certain Meadow, called *Eye-mead*, in ſuch Manner, as the ſame have been formerly held and enjoyed, which ſaid Meadow, called *Eye-mead*, and the Reſidue of the ſaid Cloſe, called *Broad-leaze*, belong to a Farm, called Coate Farm, and are Parcel of the demeſne Lands of the ſaid Manor, held as aforeſaid, by the ſaid *Viner Small*, and the ſaid two Acres of Meadow, and two Beaſts Paſtures, are now held and enjoyed, and for ſixty Years, laſt paſt, and upwards, have been held and enjoyed, by the Occupiers of the ſaid Farm, in exchange for a certain Cloſe, called New Ground, containing about four Acres, Parcel of the demeſne Lands, belonging to the ſaid Manor of *Eaſtlech-Martin*, otherwiſe *Botherup*, aforeſaid. And alſo, all that Piece of Common Ground, called *Fyfield Forty*, and the Lane from the upper End of the Millbank, to the ſaid *Forty*, (except forty-eight Yards thereof, in Width, all the Way to the Brook, from the Piece called *Mill-piece*, belonging to the ſaid *William Dowdeſwell,)* and alſo, all that other Piece of Ground or Lane, leading from *Fyfield*, towards *Southrop*, aforeſaid, and *Broughton*, in the County of *Oxford*, with all and ſingular their, and every of their Rights, Members, and Appurtenances whatſoever, ſhall be, and the ſame are hereby allotted, unto the ſaid *Viner Small*, in lieu of, and in Exchange for his ſeveral Cloſes, Pieces or Parcels of Ground, Lands, and Tenements, herein after mentioned, to be allotted to the ſaid *William Dowdeſwell*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *William Aſplin*, *John James*, and *Anne* his Wife, and *Charles Greenwood*, *James Chaunler*, the Warden, Fellows and Scholars of *Wadham* College, and *Mary Chaunler*, reſpectively, and ſhall together with the Manor, Royalties, Fiſheries, Meſſuages, Lands, Tenements, and Hereditaments of the ſaid *Viner Small*, not hereby allotted to, or exchanged with any other Perſon, belong unto, and be held and enjoyed by the ſaid *Viner Small*, his Heirs and Aſſigns, for, and during all the Continuance of his and their Eſtate, Right, Title, and Intereſt, under the ſaid Dean and Chapter, and from and after the Determination thereof, then the ſame Premiſſes ſhall belong unto, and be held and enjoyed, by the ſaid Dean and Chapter, and their Succeſſors and Aſſigns for ever, ſubject nevertheleſs to, and charged and chargeable with, the Rent and Rents, herein after mentioned, towards making up, and conſtituting the yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight pence, hereby ſecured, or intended to be ſecured to the ſaid *William Aſplin*, and his Succeſſors, Rectors of the Pariſh Church of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid.

And it is hereby further enacted, That all those ſeveral Pieces and Parcels of Arable, Meadow, and Paſture Land, now of them the ſaid *Viner Small*, *William Aſplin*, *John James* and *Anne* his Wife, and *Charles Greenwood*, *John Packer*, *Peter Newman*, *Robert Greenhalf*, *George Baxter*, and *Thomas Hughes*, reſpectively, ſituate, lying, and being diſperſed in *Botherup* upper Field, and which together with the Lands of the ſaid *William Dowdeſwell* there, do comprehend, contain, and include all the Lands in the ſaid Field, and alſo all that Common, called Bottom's Common, adjoining to the ſaid laſt mentioned Field, which ſaid Field and Common, have the ſaid *William Dowdeſwell*'s Couſin Furlong, the Lockhams, and the Brook or River, that divides *Eaſtlech Turville*, from the ſaid Field, on the South, and the Sheep Slad, or Sheep Downs of the ſaid *William Dowdeſwell*, on the Weſt, North, and Part of the Eaſt, and the Road or Highway, leading from the Sheep Houſe of the ſaid *William Dowdeſwell*, to the upper End of ſhort Land's Hedge, on the other Part of the Eaſt. And all that one large Piece or Parcel of Paſture and common Down Ground, containing forty-five Acres, and twenty Perches, having the foſs Road, adjoining to the ſeveral Sheep Down of the ſaid *William Dowdeſwell*, called the Buſhes, on the South, the ſaid large Piece of Paſture Ground, Part of the ſtinted Cow Downs, and Sheep Downs, before allotted to the ſaid *Viner Small*, on the North, having *Hollwell* Wall on the Eaſt, and *Botherup* Sheep Slaight, belonging to the ſaid *William Dowdeſwell*, on the Weſt Sides or Parts thereof; and alſo the ſaid forty-eight Yards in Width all the Way to the Brook, from the Piece called Mill-piece, belonging to the ſaid *William Dowdeſwell*, and alſo the ſeveral Feeding and Depaſture of the Lane leading from *Botherup* Hill, towards *Broughton*, called *Hughes*'s Lane, with all and ſingular their, and every of their Rights, Members, and Appurtenances whatſoever, ſhall be, and the ſame are hereby allotted unto the ſaid *William Dowdeſwell*, in lieu of, and in Exchange for his ſeveral Cloſes, Pieces, or Parcels of Ground, Lands, and Tenements, hereby allotted to the ſaid *Viner Small*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *William Aſplin*, *John James* and *Anne* his Wife, and *Charles Greenwood* reſpectively, and ſhall, together with the Meſſuages, Lands, Tenements, and Hereditaments of the ſaid *William Dowdeſwell*, not hereby allotted to, or exchanged with, any other Perſon, belong unto, and be held and enjoyed by the ſaid *William Dowdeſwell*, his Heirs and Aſſigns, for and during all the Continuance of his and their Eſtate, Right, Title, and Intereſt therein, as Leſſee under the ſaid Dean and Chapter, and from and after the Determination of the ſaid Eſtate, the ſame Premiſſes ſhall belong unto, and be held and enjoyed by the Dean and Chapter, their Succeſſors and Aſſigns for ever, ſubject nevertheleſs to the Rent hereinafter mentioned, towards conſtituting and making up the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shlilings and eight Pence, to the ſaid Rector and his Succeſſors as aforeſaid.

And it is hereby further enacted, That all that one Piece or Parcel of arable Land, lying in *Fyfield* upper Field, in Hill Furlong, in Stable Furlong, and in the Furlong that heads the ſame, containing thirty three Acres, one Rood, and thirty two Perches, having the ſaid Piece of Ground called *Sloe Buſh*, herein after allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, on the South, a Piece of Ground hereinafter alſo allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, lying in Hill Furlong, Middle Furlong, and Kingwayhill Furlong on the Weſt, a Piece of Ground herein after allotted to the ſaid *George Baxter*, called two Ditches, and the King's Highway there on the North, and a Road called Croſs-way, and a Hedge called *Parſon*'s Hedge, on the Eaſt Sides or Parts thereof; and all that one other Piece or Parcel of Ground lying in the ſame Field, in the Furlong there called Oxall and Slow, otherwiſe Slough, containing nine Acres, having a Piece of Land herein after allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, on the North, a Hedge called *Brook*'s Hedge on the East, Land herein after allotted to the ſaid

Robert

Robert Greenhalf and *George Baxter*, on the South; and a Road or Highway leading to the Downs, or the Weſt Sides or Parts thereof; and all that one other Piece or Parcel of Land lying in the lower *Fyfield* Field, in a Place called the *Old Hitching* and the Feathers, containing nine Acres and nineteen Perches, having the piece of Ground hereafter allotted to the ſaid *Peter Newman* called *Newman*'s Piece, on the North; and having the ſaid large Piece of Ground, in the ſaid lower Field, before allotted to the ſaid *Viner Small*, on all other Sides or parts thereof, with all and ſingular their, and every of their, Rights, Members, and Appurtenances whatſoever, ſhall be, and the ſame are hereby allotted to the ſaid *John Packer*, in Lieu of, and in Exchange for his Pieces or Parcels of Ground, Lands and Tenements, hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *William Aſplin*, *John James* and *Anne* his Wife, and *Charles Greenwood* reſpectively; and ſhall, together with his ſaid Meſſuage, Cloſes, Lands, and Tenements, uſually held and enjoyed with his two Yard-lands, and not hereby allotted to, or exchanged with any other Perſon, belong unto, and be held, and enjoyed by the ſaid *John Packer*, for his life, and the other two Lives, for which he holds the ſame by Copy of Court-roll, at and under the Rents, Burthens, Cuſtoms, and Services therefore antiently due, for the ſaid two Meſſuages, and two Yard-lands and Premiſſes, according to the Reſervation in ſuch Copy, and the Cuſtom of the ſaid Manor, and afterwards to the ſaid Lord Farmer of the ſaid Manor for the Time being, with the like Power as the ſaid *Viner Small* and his Predeceſſors, Lords Farmers of the ſaid Manor for the Time being, have been antiently accuſtomed to uſe, exerciſe and enjoy, on the reſpective Deaths of each and every of the cuſtomary and Copyhold Tenants, and on the Surrender and Forfeiture of their ſeveral and reſpective cuſtomary Meſſuages, Lands, Tenements, and Eſtates, held of the ſaid Manor, and ſubject thereto, the ſame ſhall belong to the ſaid Dean and Chapter, their Succeſſors and Aſſigns, for ever, ſubject nevertheleſs to the Rent herein after mentioned, towards conſtituting and making up the ſaid yearly Rent of one Hundred thirty-three pounds ſix Shillings and eight pence to the ſaid Rector and his Succeſſors, as aforeſaid.

And it is hereby further enacted, That all that one Piece or Parcel of Land, ſituate, lying, and being, in a Field called *Fyfield* upper Field, in lower Short Lands Furlong, and in Long Lands Furlong, containing twenty five Acres and one Rood, having the Couſin Furlong Hedge, and *Lowcomb* Hill on the Weſt, the Hedge called Shortlands Hedge, and a Piece of Ground herein after allotted to the ſaid *Robert Greenhalf* on the North, a Hedge called *Brook*'s Hedge on the Eaſt, and the ſaid Piece of Land at the *Quarrs*, before allotted to the ſaid *Viner Small* on the South Sides or Parts thereof, with all and ſingular its Rights, Members, and Appurtenances, ſhall be, and the ſame is hereby allotted to the ſaid *Thomas Hughes*, in lieu of and Exchange for his Lands and Grounds, Parcel of his half Yard-land, hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *John Packer*, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *William Aſplin*, and *John James* and *Anne* his Wife, and *Charles Greenwood* reſpectively, and ſhall, together with ſuch of his Meſſuages, Cloſes, Lands, and Tenements, uſually held and enjoyed with his ſaid half Yard-land, as are not hereby allotted to, or exchanged with any other Perſon, belong unto, and be held and enjoyed by the ſaid *Thomas Hughes* for his own Life, and the two other Lives mentioned in his Copy, at and under the Rents, Burthens, Cuſtoms, and Services therefore antiently due, for the ſaid Meſſuage, and half Yard-land, and Premiſſes, according to the Reſervations in ſuch Copy, and the Cuſtom of the ſaid Manor, and afterwards, and ſubject thereto, the ſame ſhall belong to the Lords Farmers of the ſaid Manor for the Time being, and to the ſaid Dean and Chapter, their Succeſſors and Aſſigns for ever, in Manner aforementioned, ſubject nevertheleſs to the yearly Rent herein after mentioned, towards,

wards making up and conſtituting the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight pence to the ſaid Rector and his Succeſſors as aforeſaid.

And it is hereby further enacted, That all that one Piece or Parcel of Land, ſituate, lying, and being in *Botherup* lower Field, in Blackmore Lands and Sheephouſe Furlong, containing twenty four Acres, two Roods, and nineteen Perches, having the ſaid Highway leading from the upper End of Shortlands Hedge to the ſaid Sheephouſe on the Weſt, and the Bridle Road leading by the ſaid Sheephouſe towards *Burford* on the North; a Piece of Land hereafter allotted to the ſaid *George Baxter* on the Eaſt; the Road or King's Highway leading from *Eaſtlech Turville* towards *Burford*, under *Brooks*'s Hedge, on the South Sides or Parts thereof; and all that one other Piece or Parcel of Land, ſituate, lying, and being in the ſame Field, in the ſeveral Furlongs or Places called Clay-piece, Broad-ſlade Slat-piece, Oar-ditch, and Blackland, and the Butts, containing thirty nine Acres, two Roods, and twenty ſix Perches, having the King's Highway leading from *Botherup* towards *Broughton* on the South, Couſin Furlong Hedge on the Weſt, a Piece of Ground hereafter allotted to the ſaid *William Aſplin* on the North, and Lands hereafter allotted to the ſaid *George Baxter* on the Eaſt Sides or Parts thereof; and all that one other Piece or Parcel of Land, ſituate, lying, and being, in the ſame Field, in a Furlong there called Nether Furlong, containing ſeven Acres, and ſixteen Perches, having the ſaid King's Highway leading from *Botherup*, towards *Broughton* on the North; a Piece of Land herein after allotted to the ſaid *George Baxter* on the Eaſt, Kingway Bottom on the South, and a Piece of Land herein after allotted to the ſaid *William Aſplin* on the Weſt Sides or Parts thereof; and all that one other Piece or Parcel of Land, ſituate, lying, and being, in the ſame Field, in certain Furlongs there, called lower Oxall Furlong, and Eel-ſlade Furlong, containing fourteen Acres, and one Rood, having a Piece of Land herein after allotted to the ſaid *George Baxter* on the Weſt; a Piece of Land beforementioned and allotted to the ſaid *John Packer* on the North; *Brooke*'s Hedge, and the three Shire-ſtone on the Eaſt, and *Langford* Field on the South Sides or Parts thereof, with all and ſingular their, and every of their Appurtenances, ſhall be, and the ſame are hereby allotted to the ſaid *Robert Greenhalf*, in Lieu of, and Exchange for his ſeveral Pieces, Parcels, Lands, and Grounds, Part of his two Yard-lands and a quarter, which are hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *John Packer*, *Thomas Hughes*, *George Baxter*, *Peter Newman*, *William Aſplin*, *John James*, and *Anne* his Wife, and *Charles Greenwood* reſpectively, and ſhall together with ſuch of his Meſſuages, Cloſes, Lands, and Tenements, uſually held and enjoyed with the ſaid two Yard-lands and a quarter, as are not hereby allotted to, or exchanged with any other Perſon, belong unto, and be held and enjoyed by the ſaid *Robert Greenhalf*, for his own Life, mentioned in his Copy, at and under the Rents, Burthens, Cuſtoms, and Services therefore, antiently due, for and in reſpect of the ſaid Meſſuages, and two Yard-lands and a quarter, and Premiſſes, according to the Reſervation in ſuch Copy, and the Cuſtoms of the ſaid Manor, and afterwards and ſubject thereto, the ſame ſhall belong to the Lords Farmers of the ſaid Manor for the Time being, and to the ſaid Dean and Chapter, their Succeſſors and Aſſigns for ever, in manner aforementioned, ſubject nevertheleſs to the yearly Rent herein aftermentioned, towards making up and conſtituting the ſaid yearly Rent of one Hundred thirty-three pounds, ſix Shillings and eight pence, to the ſaid Rector and his Succeſſors, as aforeſaid.

And it is hereby further enacted, That all that one Piece or Parcel of Land, ſituate, lying and being in the ſaid Field called *Botherup* lower Field, in

Black-

Blackmore Lands and Sheephouſe Furlong, containing fifteen Acres and twenty ſix Perches, having the ſaid Bridle Road leading by the ſaid Sheephouſe on the North, *Brooks*'s Hedge on the Eaſt, the ſaid King's Highway leading from *Eaſtlech Turville* towards *Burford* on the South, and the ſaid Piece of Land allotted to the ſaid *Robert Greenhalf* on the Weſt Sides or Parts thereof, and all that other Piece or Parcel of Land, ſituate, lying and being in the ſame Field, in the Wherns, Blackland, Rudgeway-piece, Clay-piece, Broad-ſlade piece, and by Croſsway, containing twenty ſix Acres, one Rood, and four Perches, having the Road leading from *Fyfield* towards the Downs on the Eaſt, the Road or Highway leading from *Botherup* towards *Broughton* on the South, a Piece of Land beforementioned allotted to the ſaid *Robert Greenhalf* and a Piece of Land herein after allotted to the ſaid *Willam Aſplin*, on the Weſt, and a Piece of Land before allotted to the ſaid *Viner Small*, called the Quarrs, on the North Sides or Parts thereof, and all that one other Piece of Land, ſituate, lying, and being in the ſame Field, in a Furlong there called Nether Furlong, and called two Ditches, containing four Acres, three Rood, and twenty four Perches, having the ſaid Piece of Land in Nether Furlong, before allotted to the ſaid *Robert Greenhalf* on the Weſt, the ſaid Road or Highway leading from *Botherup* towards *Broughton* on the North and Eaſt, and a Piece of Land before allotted to the ſaid *John Packer*, and a Piece of Land hereinafter allotted to the ſaid *John James* and *Anne* his Wife, and *Charles Greenwood*, on the South Sides or Parts thereof, and all that one other Piece or Parcel of Land in the ſame Field, lying in Long Eel Slad, Short Eel Slad, and Black Buſhes, containing nine Acres and two Roods, having a Piece of Ground before allotted to the ſaid *Robert Greenhalf* Eaſt, a Piece of Ground herein after allotted to the ſaid *Peter Newman* Weſt, a Piece of Ground herein before allotted to the ſaid *John Packer* on the North, and the ſaid large Piece of Ground in the ſaid lower Field, herein before allotted to the ſaid *Viner Small* on the South Sides or Parts thereof, with all and ſingular their, and every of their, Rights, Members and Appurtenances, ſhall be, and the ſame are hereby allotted to the ſaid *George Baxter*, in Lieu of, and Exchange for his ſeveral Pieces, Parcels, Lands, and Grounds, Part of his ſaid Yard-land and half, which are hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *Peter Newman*, *William Aſplin*, *John James*, and *Anne* his Wife, and *Charles Greenwood* reſpectively, and ſhall, together with ſuch of his Meſſuages, Cloſes, Lands, and Tenements, uſually held and enjoyed, with his ſaid Meſſuage and Yard-land and half, as are not hereby allotted to, or exchanged with any other Perſon or Perſons, belong unto, and be held and enjoyed by the ſaid *George Baxter*, for his own Life, mentioned in his Copy, at and under the Rents, Burthens, Cuſtoms, and Services therefore, antiently due for or in reſpect of the ſaid Meſſuage and Yard-land and half, and Premiſſes, according to the Reſervations in ſuch Copy, and the Cuſtom of the ſaid Manor, and afterwards, and ſubject thereto, the ſame ſhall belong to the Lords Farmers of the ſaid Manor for the Time being, and to the ſaid Dean and Chapter, their Succeſſors and Aſſigns for ever, in Manner aforementioned, ſubject nevertheleſs to the yearly Rent herein aftermentioned, towards making up and conſtituting the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight Pence to the ſaid Rector and his Succeſſors, as aforeſaid.

And it is hereby further enacted, That all that one Piece or Parcel of Land ſituate, lying and being in *Fyfield* upper Field, in Turdy-corner, Black Buſhes, and Short Eel-ſlade, containing twenty Acres, and thirty-one Perches, having the ſaid large Piece of Ground, in *Fyfield* lower Field, before allotted to the ſaid *Viner Small*, on the South, the Road leading to the Downs, on the Weſt, a Piece of Land

before allotted to the ſaid *John Packer*, on the North, and a Piece of Land before allotted to the ſaid *George Baxter*, on the Eaſt Sides or Parts thereof. And all that one other Piece or Parcel of Land, ſituate, lying, and being in *Fyfield* lower Field, adjoining to the old Hitching, containing one Acre, three Roods, and thirty-two Perches, having *Fyfield* Forty, on the Weſt, a Piece of Land, herein after allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, called Sloe-buſh, on the North, the ſaid large Piece of Ground, before allotted to the ſaid *Viner Small*, on the Eaſt, and a Piece of Land before allotted to the ſaid *John Packer*, called the old Hitching, and the Feathers on the South Sides or Parts thereof. And all thoſe two Pieces or Cloſes of Meadow or Paſture Ground, ſituate, lying, and being at certain Places called the Old Hitching, and Hind Town, and known by the Name of the round Cloſes, containing about half an Acre, having the Road leading from *Fyfield* to *Southrop*, between them, with all and ſingular, their and every of their Rights and Appurtenances, ſhall be, and the ſame are hereby allotted to the ſaid *Peter Newman*, in lieu of, and exchange for his ſaid half Yard-Land, hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, *William Aſplin*, *John James*, and *Anne* his Wife, and *Charles Greenwood*, reſpectively, and ſhall belong unto, and be held and enjoyed by the ſaid *Peter Newman*, for his own Life, mentioned in his Copy, at and under the Rents, Burthens, Cuſtoms and Services, therefore antiently due for the ſame, according to the Reſervations in ſuch Copy, and the Cuſtom of the ſaid Manor, and afterwards and ſubject thereto, the ſame ſhall be, and belong to the Lords Farmers of the ſaid Manor, for the Time being; and to the ſaid Dean and Chapter, their Succeſſors and Aſſigns for ever, in Manner afore mentioned, ſubject nevertheleſs, to the yearly Rent herein after mentioned, towards making up, and conſtituting the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight Pence, to the ſaid Rector and his Succeſſors as aforeſaid.

And it is hereby further enacted, That all that one Piece or Parcel of Land, ſituate, lying, and being in *Botberup* lower Field, in a Furlong or Place there, called Nether Furlong, containing nine Acres, having the Paſture Ground of the ſaid *William Dowdeſwell*, called the Garſton, and another Paſture Ground of the ſaid *William Dowdeſwell*, called Kingway Cloſe, on the Weſt, and part of the South, the Road leading from *Botberup*, towards *Broughton*, on the North, a certain Piece of Ground, before allotted to the ſaid *Robert Greenhalf*, on the Eaſt, and Kingway Bottom onthe other part of the South Sides or Parts thereof. And all that one ſmall Cloſe of Paſture Ground, of the ſaid *William Dowdeſwell*, containing thirty-five Perches, having the King's Highway, leading from *Eaſtlech-Turville*, towards *Burford*, on the Weſt, a Cloſe called *Baxter's* Orchard, on the North, a foot Road, leading from *Botberup* Hill, towards the parſonage Houſe, on the Eaſt, and *Botberup* Hill aforeſaid, towards the South. And alſo, all that one other Piece or Parcel of Ground ſituate, lying, and being in the ſaid Field, called *Botberup* lower Field, in certain Furlongs there, called Plank Stones Furlong Slat Piece, and the Butts, containing ſeven Acres, and one Rood, having Couſin Furlong Hedge, on the Weſt, certain Pieces of Ground before allotted to the ſaid *Viner Small*, *Thomas Hughes*, and *George Baxter*, on the Eaſt, and a Piece of Ground before allotted to the ſaid *Robert Greenhalf*, on the South Sides or Parts thereof, with all and ſingular their and every of their Rights, Members, and Appurtenances whatſoever ſhall be, and the ſame are hereby allotted to the ſaid *William Aſplin*, as Rector of *Eaſtlech-Martin*, otherwiſe *Botberup* aforeſaid, in Lieu of and Exchange for his Lands and Grounds, belonging to the ſaid Rectory, hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *John Packer*, *Thomas Hughes*,

Hughes, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *John James*, and *Ann* his Wife, and *Charles Greenwood*, and ſhall, together with the Parſonage Houſe, Homeſtead Chancel, and Church-yard, with the Appurtenances, belong to, and be held and enjoyed by the ſaid *William Aſplin*, and his Succeſſors, Rectors of *Eaſtlech-Martin*, otherwiſe *Botherup*, for ever.

And it is hereby further enacted, That all that one large Piece or Parcel of Ground, ſituate, lying, and being in *Fyfield* Upper-Field, in certain Furlongs and Places there, called *Hill* Furlong, *Parſons* Piece, Mill Furlong, *Kingway-Hill* Furlong, and Middle Furlong, containing ſeventy one Acres and two Perches, having the ſaid Piece of Ground, called *Sloe Buſh*, next hereafter mentioned and allotted; the Road leading from *Fyfield* to *Eaſtlech Turville*, and *Fyfield-Forty*, on part of the South; a Piece of Land before allotted to the ſaid *John Packer*, on the Eaſt; a Piece of Land before allotted to the ſaid *George Baxter*, called the two Ditches; a Piece of Land before allotted to the ſaid *Robert Greenhalf*; a Piece of Ground before allotted to the ſaid *William Aſplin*, in Nether Furlong; and a Piece of Ground of the ſaid *William Dowdeſwell*, called *Mill-Piece*, on the North; and Kingway-Cloſe, a Mear, called Broad-Mear, and adjoining to the ſaid Mill-Piece, and the Road leading from *Fyfield* to *Eaſtlech Turville* on the Weſt and the other part of the South ſides or parts thereof; and all that one Piece or Parcel of Meadow or Paſture Ground, containing five Acres and thirty-two Perches, called or known by the Name of *Sloe Buſh*, having the ſaid Forty on the Weſt, a Piece of Ground before allotted to the ſaid *John Packer*, and the ſaid laſt mentioned large Piece on the North, the ſaid large Piece of Ground in the Lower Field, before allotted to the ſaid *Viner Small*, on the Eaſt; and a little Piece of Land before allotted to the ſaid *Peter Newman*, on the South ſides or parts thereof; and all that one Piece of Paſture Ground, ſituate, lying, and being in the lower Common there, containing ſixteen Acres, having the other Part of the ſaid lower Common before allotted to the ſaid *Viner Small*, on the Weſt; the ſaid large Piece of Ground in the ſaid *Fyfield* lower Field, before allotted to the ſaid *Viner Small*, on the North; *Langford* Common on the South and Eaſt Sides or Parts thereof; and all that one other Piece or Parcel of Ground, ſituate, lying, and being in the ſaid *Fyfield* Upper Field, in certain Furlongs and Places there, called the Wherns Slow, and Oxall, containing thirty Acres, having the Road leading towards the Downs on the Weſt, *Brooks*'s Hedge on the Eaſt, a Piece of Land at the Quarrs, before allotted to the ſaid *Viner Small*, on the North, and a Piece of Land before allotted to the ſaid *John Packer*, on the South Sides or Parts thereof; and all that part of a certain Cloſe of Meadow, or Paſture Ground, called *Packer*'s Cloſe, next adjoining to the Barn of the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, containing thirty nine Perches, as the ſame is now ſet out, allotted and divided with all and ſingular their and every of their Rights, Members, and Appurtenances ſhall be, and the ſame are hereby allotted to the ſaid *John James* and *Ann* his Wife, and *Charles Greenwood*, in Lieu of and Exchange for their Lands and Grounds hereby allotted to the ſaid *Viner Small*, *William Dowdeſwell*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *William Aſplin*, and *Mary Chaunler* reſpectively, and ſhall, together with ſuch of their Meſſuages, Cloſes, Lands, Tenements, and Hereditaments, Parcel of their ſaid four Yard Lands, as are not hereby allotted to any other Perſon or Perſons, belong unto, and be held and enjoyed by the ſaid *John James* and *Ann* his Wife, and *Charles Greenwood* reſpectively, according to their ſeveral and reſpective Rights, Eſtates, and Intereſt, in the ſaid four Yard Lands and Premiſſes reſpectively, at, by, and under the Rents, Cuſtoms, and Services, antiently, and of Right, due for the ſame, ſubject nevertheleſs to the yearly Rent herein after mentioned, towards making up and conſtituting the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight Pence to the ſaid Rector and his Succeſſors as aforeſaid.

And it is hereby further enacted, That the ſaid four Yard Lands, with the Appurtenances, whereof the ſaid Sir *Thomas Webb* is ſeized, as aforeſaid, ſhall be and remain unto and be held and enjoyed by the ſaid Sir *Thomas Webb*, ſubject nevertheleſs, to the yearly Rent herein after mentioned, towards making up and conſtituting the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight pence, to the ſaid Rector and his Succeſſors as aforeſaid.

And it is hereby further enacted, that all that one Cloſe or incloſed ſeveral Piece or Parcel of arable Land, aforeſaid, called the New Ground, containing four Acres, having the Grounds of *William Brooks* on the North, a Ground of the ſaid *Mary Chaunler*, on the Eaſt, an incloſed Ground of the ſaid *James Chaunler* on the South, and another incloſed Ground of the ſaid *James Chaunler* on the Weſt Sides or Parts thereof, with all and ſingular its Rights, Members, and Appurtenances whatſoever ſhall be, and the ſame are hereby allotted to the ſaid *James Chaunler*, in Lieu of, and Exchange for his two Acres of Meadow in *Broad Leaze*, and two Beaſt Paſtures in Eye Mead aforeſaid, hereby allotted to the ſaid *Viner Small*, and ſhall belong unto and be held by the ſaid *James Chaunler* and his Heirs for ever, ſubject nevertheleſs to the yearly Rent herein after mentioned, towards making up and conſtituting the ſaid yearly Rent of one Hundred thirty-three Pounds, ſix Shillings and eight pence, to the ſaid Rector and his Succeſſors, as aforeſaid.

And it is hereby further enacted, that all that Part or Parcel of the Meadow called Lot Mead, containing by Admeaſurement half an Acre, as the ſame is now meaſured, marked, out, and ſet forth for the ſaid *Mary Chaunler*, on Part whereof, Part of the little Weir Flood-gate or Water-hatch of the ſaid *Mary Chaunler* ſtands, reſts, or is placed or fixed; and all the Ground and Soil of the River lying within the Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid; whereon the ſaid Weir or Flood-gate, or any Part thereof is placed or fixed; And all the Ground and Soil of the ſaid River, within the ſaid Pariſh, within the Diſtance of ten Feet of and from the ſaid Weir or Flood-gate, ſhall be and the ſame are hereby allotted to the ſaid *Mary Chaunler*, as Leſſee of the ſaid Warden Fellows and Scholars of *Wadham* College, in Lieu of and Exchange for her ſaid Cow Common, and ſhall belong unto and be held and enjoyed by the ſaid *Mary Chaunler*, her Heirs, Executors, or Aſſigns, for all ſuch Term, Eſtate, and Intereſt as ſhe ſtands poſſeſſed of, or intereſted in, as Leſſee, under the ſaid Warden Fellows and Scholars of *Wadham College* aforeſaid, and from and after the Determination of that Eſtate, the ſame ſhall belong to, and be held and enjoyed by the ſaid Warden, Fellows and Scholars of *Wadham College*, and their Succeſſors for ever.

And be it further enacted, by the Authority aforeſaid, That for the conſtituting and making up the annual Rent or yearly Sum of one Hundred thirty-three Pounds, ſix Shillings and eight pence, ſo propoſed and agreed to be paid to the ſaid *William Aſplin* and his Succeſſors, Rectors of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, the ſeveral Meſſuages, Farms, Land, Tenements, and Hereditaments herein after mentioned, ſhall be ſubject to, and charged and chargeable with ſuch Parts, Shares and Proportions of the ſaid groſs yearly Rent or Sum of one Hundred thirty-three Pounds, ſix Shillings, and eight pence, as are herein aftermentioned, that is to ſay, the ſeveral cuſtomary Meſſuages, Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *Viner Small*, ſhall be charged with the yearly Sum of thirty-eight Pounds twelve Shillings and ſix pence of lawful Money of *Great Britain*; And the ſaid demeſne Land, Tenements, and Hereditaments, ſo belonging to the ſaid *Viner Small*, as aforeſaid, with

the

the yearly Sum of twenty-three Pounds, fourteen Shillings, and ten Pence, of like Money: And all and every the Meſſuages, Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *William Dowdeſwell*, with the yearly Sum of forty Pounds, fifteen Shillings, of like Money; And all and every the Meſſuages, Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *John Packer*, with the yearly Sum of four Pounds, ten Shillings, and eight Pence, of like Money; And the Meſſuages, Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *Thomas Hughes* as aforeſaid, with the yearly Sum of one Pound, two Shillings, and eight Pence of like Money; And the Meſſuages, Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *Robert Greenhalf* as aforeſaid, with the yearly Sum of five Pounds, and two Shillings of like Money; And the Meſſuages, Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *George Baxter* as aforeſaid, with the yearly Sum of three Pounds, and eight Shillings of like Money; And the Lands, Tenements, and Hereditaments herein before allotted and declared to belong to the ſaid *Peter Newman* as aforeſaid, with the the yearly Sum of one Pound, two Shillings, and eight Pence of like Money; And the Meſſuage, Lands, Tenements, and Hereditaments, herein before allotted and declared to belong to the ſaid *John James*, and *Ann* his Wife, and *Charles Greenwood* as aforeſaid, with the yearly Sum of nine Pounds, one Shilling, and four Pence of like Money; and the ſaid Lands, Tenements, and Hereditaments herein before declared to remain and belong to the ſaid Sir *Thomas Webb*, as aforeſaid, with the yearly Sum of five Pounds, and twelve Shillings of like Money; and the ſaid Cloſe and Incloſure of arable Land, called the New Ground, herein before allotted and declared to belong to the ſaid *James Chaunler*, with the yearly Sum of five Shillings of like Money.

And it is hereby further enacted and declared, That the ſaid ſeveral and reſpective yearly Sums of Money, herein before mentioned and ſpecified, ſhall be payable by the reſpective Owners of the ſaid Meſſuages, Lands, and Premiſſes, hereby charged with the ſame reſpectively, unto the ſaid *William Aſplin*, and his Succeſſors, Rectors of the ſaid Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup*, free from all Deductions for or in Reſpect of any preſent or future Taxes charged or aſſeſſed, or to be charged or aſſeſſed, upon the Premiſſes out of which the ſaid ſeveral yearly Sums are to iſſue, other than ſuch Proportion of the Tax charged upon Land by Authority of Parliament, as hath been uſually paid by the ſaid *William Aſplin* and his Predeceſſors, for the Time being, and the ſaid yearly Sums or annual Payments ſhall be paid at or in the Church Porch of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, by equal half yearly Payments, at or upon the tenth Day of *October*, and fifth Day of *April* in every Year for ever, the firſt Payment thereof to begin and be made at, or upon the tenth Day of *October*, one Thouſand, ſeven Hundred, and fifty-three.

And it is hereby further enacted and declared, That in Caſe any of the ſaid yearly Rents or Sums herein beforementioned, or any Part thereof reſpectively, ſhall be behind and unpaid, by the Space of three Months after any of the ſaid Days and Times, herein before appointed, for the Payment thereof, then and in ſuch Caſe, from Time to Time, as often as it ſhall ſo happen, it ſhall and may be lawful to and for the Rector of the ſaid Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup*, for the Time being, and his Aſſigns, into and upon the Premiſſes ſo charged with the ſaid yearly Rent ſo in Arrear, to enter, and to take, and ſeize, as and for a Diſtreſs, and Diſtreſſes, all and every the Goods, Chattles, Corn, Fruit, Implements of Huſbandry, Cattle, and Stock, whatſoever, then and there

ſound; And in Caſe the ſame be not redeemed by Payment of ſuch Sum and Sums of Money ſo in Arrear by the Space of ſix Days, then to ſell and diſpoſe of ſuch Diſtreſs and Diſtreſſes, and out of the Money ariſing by ſuch Sale, to detain all the ſaid Arrears then due, and the charges of ſuch Diſtreſs and Diſtreſſes, rendering the Overplus to the Owner and Owners of the Goods and Chattels ſo diſtrained

And alſo, That in caſe any of the ſaid yearly Rents, or any Part thereof reſpectively, ſhall be behind and unpaid by the Space of four Months after any of the Days herein before appointed for Payment thereof, and there ſhould be no Goods, Chattels, Corn, Fruit, Implements of Huſbandry, Cattle, or Stock, on any of the reſpective Premiſſes, on which a Diſtreſs or Diſtreſſes might be made, then and in ſuch Caſe, from Time to Time, as often as it ſhall ſo happen, it ſhall and may be lawful to and for the ſaid Rector and his Aſſigns, to enter into and upon the Premiſſes ſo charged with the ſaid yearly Rent, ſo in Arrear, and to take and receive the Rents, Iſſues, and Profits thereof, until thereby, or therewith, or otherwiſe, all Arrears of ſuch yearly Rent reſpectively, then grown due, or that during ſuch Poſſeſſion ſhall incur and become due, and all Coſts, Charges, and Expences, attending ſuch Entry and Perception of the ſaid Rents and Profits: And all Damages that the Rector for the Time being ſhall ſuſtain, by Reaſon of the Non-payment of ſuch Rent reſpectively.

And it is hereby further enacted and declared, That the ſaid Meſſuages, Lands, and Grounds herein before allotted and declared to belong to the ſaid *William Aſplin* and his Succeſſors, Rectors of the Pariſh Church of *Eaſtlech-Martin* otherwiſe *Botherup* aforeſaid, and alſo the ſaid annual Rent or yearly Sum of one hundred thirty-three Pounds, ſix Shillings, and eight Pence, hereby ſecured and provided to and for him and them as aforeſaid, are ſo limited and ſecured reſpectively, in Lieu of, and in Recompence and Satisfaction for all the Glebe Lands of and belonging to the ſaid Rectory, and for all Tythes of what Kind or Nature whatſoever, coming, growing, renewing, or ariſing within the Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, due or payable to the Rector of the ſaid Pariſh and his Succeſſors: And that from and after the ſaid fifth Day of *April* one Thouſand, ſeven Hundred, and fifty-three, all Tythes of what Nature ſoever coming, growing, renewing, or ariſing within the ſaid Pariſh, and payable to the ſaid Rector and his Succeſſors as aforeſaid, ſhall ceaſe and be extinguiſhed, ſave and except certain Tythes yearly ariſing, coming, growing, renewing, increaſing, and happening within the ſaid Manor and Pariſh of *Eaſtlech-Martin* otherwiſe *Botherup*, belonging and appertaining to the Rectory or Parſonage, impropriate of *Eaſtlech-Turville*, in the County of *Glouceſter*.

Provided always, that nothing herein contained ſhall extend, or be conſtrued to extend, to prejudice, impeach, or defeat the Right or Title of the ſaid Rector or his Succeſſors, Rectors of the ſaid Pariſh of *Eaſtlech-Martin* otherwiſe *Botherup*, to Surplice Fees and Eaſter Dues, fromtime to time, ariſing or renewing within the ſaid Pariſh, and which ſaid Surplice Fees, and Eaſter Dues, ſhall and may be enjoyed and taken by the ſaid Rector and his Succeſſors Rectors of the ſaid Pariſh in the ſame Manner as if this Act had not been made.

Provided alſo, and it is hereby further enacted and declared, That all the Taxes, Levies, Rates, and Aſſeſſments, to be rated, levied, and aſſeſſed, within the ſaid Pariſh of *Eaſtlech-Martin*, otherwiſe *Botherup* aforeſaid, upon the Rector of the ſaid Pariſh for the Time being, for or in Reſpect of his Parſonage-houſe, and Homeſtead, and the Glebe Lands, ſo allotted to him as aforeſaid, other than, and except ſuch Proportion of the Land-tax as aforementioned, and the Tax upon Houſes, commonly called the Window-tax, ſhall be paid and contributed by the Freeholders and Land Owners within the ſaid Pariſh.

And it is hereby further enacted and declared, that the ſeveral Lands, Grounds, and Tenements hereby allotted and declared to belong to the ſeveral Perſons herein before named, in Manner aforementioned, are in Satisfaction and Compenſation for his, her, and their reſpective Intereſt, Eſtate, and Property, in and to the Lands and Grounds to them belonging, at and before the Commencement of this Act; and alſo in full Bar of and Satisfaction and Compenſation for all Cattle-gates, and Common Right whatſoever, in, over, or upon any common Fields, common Grounds, or commonable Places, within the ſaid Manor and Pariſh of *Eaſtlech-Martin* otherwiſe *Botherup* aforeſaid: And that from and after the ſaid fifth Day of *April* one Thouſand ſeven Hundred, and fifty-three, all Right of Common belonging to or claimed by all and every Owner or Occupier, Owners or Occupiers, of Lands and Tenements within the ſaid Manor and Pariſh, ſhall ceaſe and be extinguiſhed, except as is herein after mentioned.

Provided always, and it is hereby enacted and declared, That the Rector of the ſaid Pariſh Church of *Eaſtlech-Martin*, otherwiſe *Botherup*, and his Succeſſors, the Owners and Occupiers of *Botherup* Farm, and of the ſeveral copyhold or cuſtomary Tenements hereby allotted or declared to belong to the ſaid *Thomas Hughes*, *Robert Greenhalſ*, and *George Baxter* reſpectively, ſhall and may turn on and depaſture their commonable Cattle in and upon the open or waſte Ground lying or extending from the upper End of *Townſend*'s Hedge to the upper End of the Mill Pond in Broad Green, and in and upon *Botherup* Hill, by the Church, and upon the Butts, and ſhall and may have Right of Common therein reſpectively, for ever, any Thing herein contained to the contrary, notwithſtanding.

Provided alſo, and it is hereby enacted and declared, That nothing herein contained ſhall extend, or be conſtrued, deemed, or taken, to revoke, make void, or in any wiſe alter any Deed or Deeds, Leaſe or Leaſes, Grant or Grants, Settlement or Settlements, Limitation or Limitations whatſoever, but that each and every Proprietor and Proprietors, and his, her, and their Truſtee or Truſtees, ſhall ſtand and be ſeized, and poſſeſſed of the ſaid Allotments and Share ſo aſſigned to him, her, or them, to the ſame Uſe and Uſes, and ſubject to the ſame Limitations, Eſtates, Rents, Services, Jointures, Truſts, and Intereſts, as he, ſhe, or they did of the reſpective Parts or Shares which he, ſhe, or they enjoyed, before the making of this Act, and in Lieu whereof ſuch Allotments are made, any Thing herein contained to the contrary notwithſtanding,

And it is hereby further enacted and declared, That the ſaid *Charles Greenwood*, ſhall within twelve Months next, after paſſing this Act, make up, and well and ſufficiently fence in, on all Parts, with Quick-ſetts or Walls, as he ſhall think fit, all and every the ſeveral Pieces of Land, and Ground belonging to, and allotted to them, the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, and lying in the Common Fields aforeſaid, and when the ſame are ſo fenced in, at all time and times afterwards, ſhall ſupport, preſerve, and keep all and every the Mounds and Fences, in good and ſufficient Repair, as often as ſuch Mounds, or any of them ſhall happen to fall into Decay.

And it is hereby further enacted, That the ſaid *Viner Small*, and *William Dowdeſwell*, ſhall within twelve Months next, after paſſing this Act at their joint Coſts and Expence, well and ſufficiently mound and fence the ſeveral Pieces of Ground before allotted to the ſaid *William Aſplin*, in Manner herein after mentioned, that is to ſay, the ſaid Piece of Ground, in nether Furlong, on the North Side, adjoining to the Road leading towards *Broughton*, from the Hedge thereto belonging, to the further Side of the ſaid Piece, with a good, ſubſtantial and workmanlike

workmanlike Stone Wall, and with a good, firm, and well made Gate, leading into the ſaid Ground, and ſuitable Poſts to be fixed, where the ſaid *William Aſplin* ſhall appoint, which Gate Poſts and Wall are to be afterwards the Property of the ſaid *William Aſplin*, his Succeſſors and Aſſigns, and by them to be from thenceforth kept up, and ſupported for ever. And on all other Parts, where the Lands ſo allotted to the Rector, ſhall lye open and not bounded by the Land allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, the ſaid *Viner Small*, and *William Dowdeſwell*, ſhall mound and fence the ſame, with a good Quick-ſett Hedge and Ditch, fenced on each Side, and the Ditch lying next his Ground, and ſhall alſo mound and fence the ſaid Piece of Ground, lying at Plank Stones, the Butts, and Oar-ditch, with a good ſubſtantial Gate and Poſts, for an Entrance into the ſaid Ground, by Couſin Furlong Hedge, and with a good Quick-ſett Hedge and Ditch, fenced on each Side, and the Ditch lying next to his Ground, and the ſaid ſmall Cloſe, with a good ſubſtantial Gate and Poſts, for going into the ſaid Cloſe, to be fixed where the ſaid *William Aſplin* ſhall direct, and on all other Parts that lye open, with a good ſubſtantial Stone Wall, for the firſt Time, and which are afterwards to be the Property of, and to be maintained and ſupported by the ſaid *William Aſplin*, and his Succeſſors for ever.

And be it further enacted, by the Authority aforeſaid, That he the ſaid *Viner Small*, ſhall within twelve Months next after paſſing this Act, at the Coſts and Expence of him the ſaid *Viner Small*, well and ſufficiently make up, mound, and fence, all and every the Lands and Grounds ſo allotted to the ſaid *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, and *Peter Newman*, except where the ſame adjoin to, and are bounded by the Lands belonging, or allotted to the ſaid *John James*, and *Anne* his Wife, and *Charles Greenwood*, with a good and ſubſtantial Gate and Poſts, properly and commodiouſly fixed, for an Entrance, into each reſpective Ground, and with a good Quick Hedge, and Ditch, fenced with two good dead Hedges, on all other Parts of the ſeveral and reſpective Out-ſides thereof, where the ſame reſpectively lye open, to be finiſhed and done in a good workmanlike Manner, in all Reſpects, and that the ſaid *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, and *Peter Newman*, ſhall at all times afterwards keep and ſupport, all and every their ſeveral and reſpective Mounds, and Fences, at their, each and every of their, ſeveral and reſpective Coſts and Expences, as well as all their inſide Mounds.

And be it further enacted, That in all Parts of the ſaid Common Fields, and Downs, where the Lands belonging to the ſaid *William Dowdeſwell*, or allotted to him as aforeſaid, do adjoin to the Lands belonging to, or allotted to the ſaid *Viner Small*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, and *Peter Newman*, or either of them, a good, ſufficient, and ſubſtantial Mound and Fence, ſhall be made between the ſaid Lands, within twelve Months next, after paſſing this Act, at the equal Coſts and Charges of the ſaid *Viner Small*, and *William Dowdeſwell*, in manner following, that is to ſay, At the Downs ſuch Mound and Fence ſhall be made with a good ſubſtantial Stone Wall, which is afterwards to belong to, and be the Property of and maintained, and ſupported, by the ſaid *Viner Small*, and the Lords Farmers of the ſaid Manor for the Time being, for ever, and in all other Parts, ſuch Mounds and Fences ſhall be made with a good Quickſet Hedge, and Ditch, fenced on each Side with a good dead Hedge for the firſt Time, and afterwards the ſame to be the Property of, and maintained by the Owner of the Lands reſpectively, whereupon the ſame ſhall be ſo planted and ſet.

And be it further enacted, That all and every the Coſts and Charges of this preſent Act, and of the ſaid Survey and Admeaſurements concerning the ſaid Incloſures, ſhall be borne, paid, and contributed in the Proportions following, that is to ſay, three fifth Parts by the ſaid *Viner Small*, and the other two fifth parts thereof by the ſaid *William Dowdeſwell*.

Provided always, That nothing herein before contained, ſhall extend, or be conſtrued to extend, to impower, or authoriſe, any Perſon or Perſons, to make any new Mounds or Fences next to any Road or Highway, without leaving at leaſt forty Feet of Ground out for ſuch Road or Highway reſpectively, in the Clear between the Walls and Ditches of ſuch Mounds and Fences reſpectively.

And it is hereby further enacted, That all and every the Highways and Roads within the ſaid Pariſh of *Eaſtlech Martin*, otherwiſe *Botherup* aforeſaid, ſhall remain and continue, and ſhall and may be uſed by all Perſons whatſoever, in ſuch and the ſame Manner as they were heretofore and antiently uſed.

And it is hereby further enacted and declared, That in Caſe any Lands or Grounds, in or upon which any Corn or Grain ſhall be ſtanding, growing, or being, on the ſaid fifth Day of *April*, one Thouſand ſeven Hundred and fifty-three, ſhall be allotted and aſſigned to any Perſon or Perſons, other than ſuch as was, or were, the Owner or Proprietor thereof, at the Time of ſowing ſuch Corn or Grain, then, and in ſuch Caſe, it ſhall and may be lawful, to and for every ſuch Owner or Proprietor, and his and their Tenant or Tenants reſpectively, to enter into the Lands and Grounds ſo ſown, and to take and carry away ſuch Corn and Grain at his and their Will and Pleaſure, any thing herein contained to the contrary notwithſtanding.

Saving always to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, all his and their Right, Title, Intereſt, Claim and Demand, of, into or out of the Lands and Grounds, ſo intended to be incloſed and divided as aforeſaid, other than in Reſpect of the patronage or Advowſon of the ſaid pariſh Church of *Eaſtlech-Martin*, otherwiſe *Botherup*; And to all and every Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors and Adminiſtrators, (other than the ſaid Dean and Chapter of *Glouceſter*, the ſaid *Viner Small*, *William Dowdeſwell*, *William Aſplin*, *John Packer*, *Thomas Hughes*, *Robert Greenhalf*, *George Baxter*, *Peter Newman*, *John James* and *Anne* his Wife, *Charles Greenwood*, Sir *Thomas Webb*, *James Chaunler*, *Mary Chaunler*, and the ſaid Warden, Fellows, and Scholars of *Wadham* College, and his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators reſpectively, and every other Perſon or Perſons, claiming or to claim, any Eſtate, Intereſt, Property, or Common Right of, into, or out of the common Fields, and common Grounds ſo intended to be incloſed as aforeſaid) all ſuch Eſtate, Right, Title, and Intereſt, as they, every or any of them had, or enjoyed of, into, or out of the ſaid Lands and Grounds ſo intended to be divided, allotted, or incloſed, before the paſſing this Act, or might have had and enjoyed, in Caſe the ſame had not been made.

An ACT for Exchanging, Dividing, Inclosing, and Reducing into Several-ty, the Lands, Common Grounds, Pastures, Feeding-Grounds, and other the Lands and Grounds lying, and being, in the Manor and Parish of Eastlech-Martin, otherwise Botherup, in the County of Gloucester, and for making a Recompence and Compensation to the Rector, in lieu of his Tythes and Glebe-Lands.